

MIAMI-DADE COUNTY, FLORIDA
SUPPLEMENTAL AGREEMENT NO. 1

Contract Number: **IB9209-4/16-1**

Contract Title: **VEHICLE WASH FACILITIES MAINT & REPAIR**

Contractor: **Wash Plus Inc.
2100 NW 22 ST
Pompano Beach, FL 33069**

In accordance with the above referenced Contract, this supplement, when properly executed, shall incorporate the User Access Program into the contract. Accordingly, purchase orders issued after the effective date of this supplemental agreement shall be subject to the fee. However, the fee is not applicable to purchases by Miami-Dade Aviation or purchases exempt from the fee pursuant to Section 2.8-10 of the Miami-Dade County Code.

COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24.

All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement No. 1 to County Contract No. IB9209-4/16-1 effective upon execution.

Contractor

Wash Plus Inc.

By: 

Name: Michael Kelch

Title: President

Date: 11/8/12

Attest: 

Corporate Secretary/Notary

Miami-Dade County

By: 

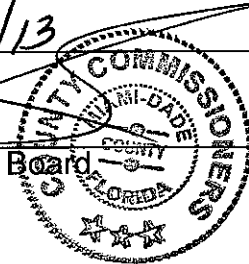
Name: Carlos Gimenez

Title: Mayor

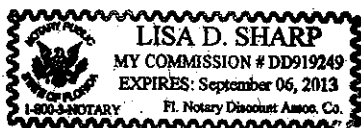
Date: 1/11/13

Attest: 

Clerk of the Board



Corporate Seal/Notary Seal



Approved as to form and legal sufficiency



Assistant County Attorney